

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

Master Agreement #: AR2504

Contractor: **KNOWLEDGE SERVICES**

Participating Entity: **STATE OF TENNESSEE**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Definitions shall be as follows or as designated and defined in the terms and conditions of this Participating Addendum:

- Cloud Solutions.** The term "Cloud Solutions" shall refer to the products and services offered under the Master Agreement.
- Lead State.** The term "Lead State" shall refer to the state of Utah.
- NASPO ValuePoint.** The Term "NASPO ValuePoint" shall refer to the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint cooperative development team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.
- Participating Addendum.** The term "Participating Addendum" shall mean a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- Participating State.** The term "Participating State" shall mean a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
- Purchasing Entity.** The term "Purchasing Entity" shall mean a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a purchase order against the Master Agreement and becomes financially committed to the purchase.
- ValuePoint Master Agreement.** The term "ValuePoint Master Agreement" shall refer to the contract reached between the state of Utah and Knowledge Services.

### **Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State Tennessee authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Participating Addendum to all Tennessee State Agencies. The Contractor shall make this Participating Addendum available to the following entities, who are authorized to and who may purchase off of this Statewide Participating Addendum ("Authorized Users"):
  - a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
  - b. Tennessee local governmental agencies;
  - c. members of the University of Tennessee or Tennessee Board of Regents systems;
  - d. any private nonprofit institution of higher education chartered in Tennessee; and,
  - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).
3. These Authorized Users may utilize this Participating Addendum by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.
4. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

Contractor

|            |                                                             |
|------------|-------------------------------------------------------------|
| Name:      | Chad Masterson                                              |
| Address:   | 5875 Castle Creek Parkway Suite 400, Indianapolis, IN 46250 |
| Telephone: | (317) 806-6175                                              |
| Email:     | chadm@knowledgeservices.com                                 |

Participating Entity

|            |                                                                  |
|------------|------------------------------------------------------------------|
| Name:      | Lauren Blevins, Category Specialist                              |
| Address:   | 312 Rosa L. Parks Avenue, Nashville, TN 37243                    |
| Telephone: | 615-507-6227                                                     |
| Fax:       | 615-741-0684                                                     |
| Email:     | <a href="mailto:lauren.blevins@tn.gov">lauren.blevins@tn.gov</a> |

**6. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 6.1 The following numbered sections in Master Agreement Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions are deleted in their entirety and replaced with the following:

Section 4, "Amendments" is deleted and replaced with the following:

4. **Modification and Amendment.** This Participating Addendum may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base participating addendum and, depending upon the specifics of the participating addendum as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Section 5, "Assignments/Subcontracts" is deleted and replaced with the following:

5. **Assignment and Subcontracting.** The Contractor shall not assign this Participating Addendum or enter into a subcontract for any of the goods or services provided under this Participating Addendum without the prior written approval of the State. Notwithstanding any use of the approved

subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Participating Addendum. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Participating Addendum in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Participating Addendum.

Section 7, "Termination" is deleted and replaced with the following:

- 7.1. Termination for Convenience.** The State may terminate this Participating Addendum for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Participating Addendum for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Participating Addendum.
- 7.2. Termination for Cause.** If the Contractor fails to properly perform its obligations under this Participating Addendum in a timely or proper manner, or if the Contractor materially violates any terms of this Participating Addendum ("Breach Condition"), the State shall have the right to immediately terminate the Participating Addendum and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Participating Addendum.

Section 8, "Confidentiality, Non-Disclosure, and Injunctive Relief" is deleted and replaced with the following:

- 8. Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

Section 9, "Prohibited Right to Publish" is deleted and replaced with the following:

9. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Participating Addendum.

Section 12, "Force Majeure" is deleted and replaced with the following:

12. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Participating Addendum. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Participating Addendum or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Participating Addendum is not a Force Majeure Event under this Participating Addendum. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Participating Addendum

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Participating Addendum or charge the State any fees other than those provided for in this Participating Addendum as the result of a Force Majeure Event.

Section 14, "Independent Contractor" is deleted and replaced with the following:

- 14. Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Participating Addendum shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

Section 16, "Insurance" is deleted and replaced with the following:

- 16. Insurance.** The Contractor shall procure and maintain for the duration of the Participating Addendum, at their own cost and expense insurance against claims for injuries to persons or any damages including contractual liability which may arise in connection with the performance of the work performed by the Contractor, his agents, representatives, employees or subcontractors/partners under the Participating Addendum.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as a certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email [vendor.insurance@tn.gov](mailto:vendor.insurance@tn.gov), a copy of their insurer's cancellation notice within five (5) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor/partners.

Insurance for commercial general liability coverages shall include the State of Tennessee as an additional insured. All policies must contain an endorsement for a waiver of subrogation in favor of the State. The insurance obligations under this Participating Addendum shall be: 1—all the insurance coverage and policy limits carried by or available to the Contractor; or 2—the minimum insurance coverage requirements and policy limits shown in this Participating Addendum; whichever is greater. Any insurance proceeds in

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. The following Insurance Coverages are required:

**Workers' Compensation Insurance:** a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee, and Employer's Liability with the following limits:

|                             |             |
|-----------------------------|-------------|
| E.L. Each Accident          | \$1,000,000 |
| E.L. Disease- Each Employee | \$1,000,000 |
| E.L. Disease - Policy Limit | \$1,000,000 |

**General Liability and Property Damage Insurance:** Commercial General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$3,000,000.

**Professional Liability Insurance:** Professional liability insurance shall be written on an occurrence basis. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

**Cyber Liability Insurance including Technology Errors and Omissions:** The Contractor shall maintain cyber liability insurance including technology errors and omissions appropriate to the Contractor's profession in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, errors, omissions, negligence, and infringement of intellectual property (except patent and trade secret). Coverage shall be sufficiently broad to respond to all duties and obligations as is undertaken by the Contractor in the Participating Addendum and shall include network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage, destruction, or alteration of electronic information, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential and private information, and including coverage for related regulatory fines, defenses, and penalties. Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the State or on behalf of the State hereunder.

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

Section 26, "Records Administration and Audit" is deleted and replaced with the following:

- 26. Records.** The Contractor shall maintain documentation for all charges under this Participating Addendum. The books, records, and documents of the Contractor, for work performed or money received under this Participating Addendum, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

Section 30, "Data Privacy" is deleted and replaced with the following:

- 30. Data Privacy.** The Contractor must comply with all applicable laws related to data privacy and security. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

Section 31, "Warranty" is deleted and replaced with the following:

- 31. Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Participating Addendum or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Participating Addendum shall conform to the terms and conditions of this Participating Addendum throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Participating Addendum shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Section 35, "Debarment and Suspension" is deleted and replaced with the following:

- 35. Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Participating Addendum been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Participating Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

Section 37, "Governing Law and Venue" is deleted and replaced with the following:

- 37. Governing Law.** This Participating Addendum shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Participating Addendum. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Participating Addendum shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

6.2 See Attachment A for Additions to the Master Agreement.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Tennessee, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master

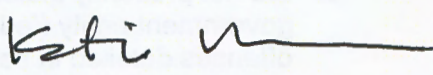
**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                          |                                                                                                  |
|------------------------------------------|--------------------------------------------------------------------------------------------------|
| Participating Entity: State of Tennessee | Contractor: GuideSoft, Inc. dba Knowledge Services                                               |
| Signature:                               | Signature:<br> |
| Name: Michael F. Perry                   | Name: Katie Belange                                                                              |
| Title: Chief Procurement Officer         | Title: Corporate Counsel                                                                         |
| Date: 11/17/2017                         | Date: 11/15/2017                                                                                 |

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                                                                            |
|--------------------------------------|----------------------------------------------------------------------------|
| Cooperative Development Coordinator: | Shannon Berry                                                              |
| Telephone:                           | 775-720-3404                                                               |
| Email:                               | <a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document  
to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting  
in appropriate data bases.**

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

Attachment A

**State of Tennessee**  
("State," "Participating Entity," or "Purchasing Entity")

**NASPO ValuePoint Cloud Solutions 2016-2026**

**Additional Terms and Conditions**



**Standard Terms and Conditions**

- 1. Required Approvals.** The State is not bound by this Participating Addendum until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Participating Addendum, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- 2. Subject to Funds Availability.** The Participating Addendum is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Participating Addendum upon written notice to the Contractor. The State's exercise of its right to terminate this Participating Addendum shall not constitute a breach of Participating Addendum by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Participating Addendum. If the State terminates this Participating Addendum due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Participating Addendum due to unavailability of funds, the Contractor shall

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

3. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Participating Addendum.

The Contractor acknowledges, understands, and agrees that this Participating Addendum shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

4. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any participating addendum to supply goods or services to the state of Tennessee, shall be a material provision of this Participating Addendum, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Participating Addendum.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Participating Addendum. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Participating Addendum. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Participating Addendum. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Participating Addendum, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Participating Addendum.
5. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Participating Addendum shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
6. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
7. **Strict Performance.** Failure by any Party to this Participating Addendum to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Participating Addendum shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Participating Addendum shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
8. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Participating Addendum. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, participating addendum, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Participating Addendum or otherwise. The State's total liability under this Participating Addendum (including any exhibits, schedules, amendments or other attachments to the Participating Addendum) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
9. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Participating Addendum shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Participating Addendum providing for liquidated damages; or (iii) any claims

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- 10. Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Participating Addendum. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Participating Addendum.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- 11. HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Participating Addendum.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Participating Addendum.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Participating Addendum so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Participating Addendum is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of

responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 12. Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Participating Addendum to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Participating Addendum is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 13. Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Participating Addendum.
- 14. Governing Law.** This Participating Addendum shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Participating Addendum. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Participating Addendum shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- 15. Severability.** If any terms and conditions of this Participating Addendum are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Participating Addendum shall not be affected and shall remain in full force and effect. The terms and conditions of this Participating Addendum are severable.
- 16. Headings.** Section headings of this Participating Addendum are for reference purposes only and shall not be construed as part of this Participating Addendum.
- 17. Incorporation of Additional Documents.** Each of the following documents is included as a part of this Participating Addendum by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Participating Addendum, these items shall govern in order of precedence below:

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

- a. any amendment to this Participating Addendum, with the latter in time controlling over any earlier amendments
  - b. this Participating Addendum with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes; Attachment A and Attachment 1
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Participating Addendum;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Participating Addendum;
  - e. any technical specifications provided to proposers during the procurement process to award this Participating Addendum; and
  - f. the Contractor's response seeking this Participating Addendum.
18. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Participating Addendum. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
19. **Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
20. **Printing Authorization.** The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et. seq., shall be printed pursuant to this Participating Addendum unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
21. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Participating Addendum including full rights to use the goods and transfer title in the goods to any third parties.
22. **Intellectual Property Indemnity.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- 23. Software License Warranty.** Contractor grants a license to the State to use all software provided under this Participating Addendum in the course of the State's business and purposes.
- 24. Software Support and Maintenance Warranty.** Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- 25. Extraneous Terms and Conditions.** Contractor shall fill all orders submitted by the State under this Participating Addendum. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Participating Addendum conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by Contractor.
- 26. Public Accountability.** If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Participating Addendum involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

- 27. Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity in this Participating Addendum.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Participating Addendum by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:  
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- 28. Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Participating Addendum from performing the same or similar services for the State after the termination of this Participating Addendum either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- 29. Personally Identifiable Information.** While performing its obligations under this Participating Addendum, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Participating Addendum, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Participating Addendum, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Participating Addendum; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

compliance with its obligations under this Participating Addendum in relation to PII. Upon termination or expiration of the Participating Addendum or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Participating Addendum and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Participating Addendum or otherwise available at law.

- 30. Survival.** The terms, provisions, representations, and warranties contained in this Participating Addendum which by their sense and context are intended to survive the performance and termination of this Participating Addendum, shall so survive the completion of performance and termination of this Participating Addendum.

**Special Terms and Conditions**

- 1. Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Participating Addendum. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- 2. Term of Participating Addendum.** This Participating Addendum shall be effective for the period beginning on October 1, 2017 ("Effective Date") and ending on September 30, 2019 ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- 3. Participating Addendum Renewal Options.** This Participating Addendum may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event,

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in the terms of this document. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a week, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Finance and Administration,  
Strategic Technology Solutions  
901 5th Ave N  
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Finance and Administration, Strategic Technology Solutions;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

- b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

---

- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
    - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
    - (4) Include shipping or delivery charges only as authorized in this Participating Addendum.
  - c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this document.
5. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Participating Addendum, to not constitute proper compensation for goods delivered or services provided.
6. **Payment.** The Contractor/Partner agrees that the timeframe for payment (and any discounts) begins on the invoice date, or when the state/Purchasing Entity is in receipt of a correct invoice meeting the minimum requirements above, whichever is later. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.
7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
8. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Participating Addendum until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

9. **Contractor Hosted Services and Confidential Data.** Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.
  - (3) The Contractor’s processing environment containing Confidential State Data shall be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (iii) American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) 2 Type II certified. The Contractor shall provide proof of current certification annually and upon State request.
  - (4) The Contractor must comply with the State’s Enterprise Information Security Policies. This document is found at the following URL:  
<https://www.tn.gov/assets/entities/finance/oir/attachments/Enterprise-Information-Security-Policies-ISO-27002-Public.pdf>.
  - (5) In the event that the operating system is an integral part of the application, the Contractor agrees to maintain Operating Systems at current, manufacturer supported versions. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
  - (6) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Participating Addendum. The Contractor shall make sure that the Application is at all times fully compatible with a manufacturer-supported Operating System; the State shall not be required to run an Operating System that is no longer supported by the manufacturer.
  - (7) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application, to ensure that security vulnerabilities are not introduced.

- (8) With advance notice from the State, and no more than one (1) time per year the Contractor agrees to allow the State to perform logical and physical audits of the Contractor's facility and systems that are hosting Confidential State Data.
- (9) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Penetration Tests" shall be in the form of software attacks on the Contractor's computer system, with the purpose of discovering security weaknesses, and potentially gaining access to the computer's features and data. The "Vulnerability Assessment" shall have the goal of defining, identifying, and classifying the security holes (vulnerabilities) in the Contractor's computer, network, or communications infrastructure. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Contractor's Processing Environment.

**ATTACHMENT 1**

**STATEMENT OF WORK TO  
PARTICIPATING ADDENDUM  
MASTER AGREEMENT# AR2504**

The parties wish to further define services to be provided to the State of Tennessee ("Participating Entity" or "State") by GuideSoft, Inc. dba Knowledge Services ("Contractor") under the Participating Addendum signed by the parties.

The following services shall be provided by Contractor:

Contractor shall provide Managed Service Provider Services supported with the dotStaff Vendor Management System ("dotStaff") for milestone, deliverable and/or service-based Information Technology statement of work (SOW) project services ("SOW Project Services"). Projects include tasks such as analysis, planning, design, development, upgrades, onetime maintenance, installation, integration, and knowledge transfer.

The Contractor shall develop and implement processes for managing IT SOW engagements for the State.

Services provided shall include:

- Following Strategic Technology Solutions ("STS") approval processes for STS Solutions Review Board and STS Endorsement before soliciting Project Quotes from vendors.
- Onboarding qualified vendors
- Post notifications of SOW requests to qualified vendors via dotStaff
- Post all changes to SOW requests, including questions and answers to dotStaff
- Facilitate vendor selection process with Authorized State Employees
- Facilitate oral presentations, if needed
- Facilitate award to selected Vendor and set up appropriate milestones/deliverables in dotStaff
- Facilitate Change Orders, as needed
- Invoice State for approved Milestones
- Submit payment to vendor within 10 business days of payment from State for approved milestones
- Provide reporting and analytics for IT SOW projects

For SOW project services described herein, Contractor shall charge Vendor a two percent (2%) MSP Fee that will be deducted from each milestone/deliverable payment to Vendor.

This Contract shall apply to SOW project services of up to \$1,000,000.

**ATTACHMENT 2**

**STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION**

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

**Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

**Service-Disabled Veteran Business Enterprise (SDVBE)**

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

**Small Business Enterprise (SBE)**

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit,

[http://www.tn.gov/businessopp/program\\_elig.html](http://www.tn.gov/businessopp/program_elig.html).

**DIVERSITY INSTRUCTIONS**

As part of this process, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

**CLOUD SOLUTIONS 2016-2026**  
 Led by the State of Utah

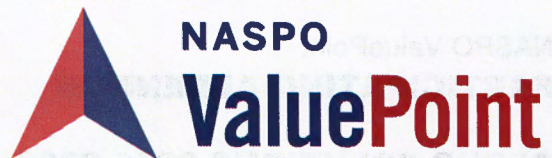
**RESPONDENT'S  
 DIVERSITY UTILIZATION PLAN**

|                                                                                                                                                                                         |                           |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------|
| Respondent's Company Name:<br>GuideSoft, Inc. dba Knowledge Services                                                                                                                    |                           |                                       |
| Solicitation Event Name:                                                                                                                                                                |                           | Event Number:                         |
| Respondent's Contact Name:<br>Bill Evans                                                                                                                                                | Phone:<br>(317 ) 806-6137 | Email:<br>bille@knowledgeservices.com |
| Does the Respondent qualify as the diversity business enterprise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                   |                           |                                       |
| If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE |                           |                                       |
| Certifying Agency:                                                                                                                                                                      |                           |                                       |

**Estimated level of participation by diversity businesses if awarded a contract:**

| Diversity Business Information (List all subcontractors, joint-ventures, and suppliers) | Percent of Contract | Estimated Amount | MBE/ WBE/ SDVBE/ SBE Designation | Currently Certified (Yes or No) |
|-----------------------------------------------------------------------------------------|---------------------|------------------|----------------------------------|---------------------------------|
| Business Name:                                                                          | 0                   | 0                | N/A                              | N/A                             |
| Contact Name:                                                                           |                     |                  |                                  |                                 |
| Contact Phone:                                                                          |                     |                  |                                  |                                 |
| Business Name:                                                                          | 0                   | 0                | N/A                              | N/A                             |
| Contact Name:                                                                           |                     |                  |                                  |                                 |
| Contact Phone:                                                                          |                     |                  |                                  |                                 |

If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled



**CLOUD SOLUTIONS 2016-2026**  
 Led by the State of Utah

veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: [Signature] Date: 11/15/2017  
 Printed Name and Title of Respondent Signatory (above) Katie Belange, Corporate Counsel

|                                                                                                                                                           |                           |                |                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------|----------------------------|
| Event Number                                                                                                                                              | Respondent's Contact Name | Phone          | Email                      |
|                                                                                                                                                           | Bill Evans                | (317) 805-8137 | bill@knowledgeservices.com |
| Does the Respondent qualify as the diversity business enterprise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                     |                           |                |                            |
| If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SDBE |                           |                |                            |
| Certifying Agency                                                                                                                                         |                           |                |                            |

Estimated level of participation by diversity businesses if awarded a contract

| Business Name | Contact Name | Contact Phone | Estimated Amount | Designation | WBE WBE SDBE | Country of Origin |
|---------------|--------------|---------------|------------------|-------------|--------------|-------------------|
|               |              |               | 0                | NA          |              | NA                |
|               |              |               | 0                | NA          |              | NA                |

**ATTACHMENT 3**



**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

|                                             |                                         |
|---------------------------------------------|-----------------------------------------|
| <b>SUBJECT CONTRACT NUMBER:</b>             | Participating Addendum Number: AR2504   |
| <b>CONTRACTOR LEGAL ENTITY NAME:</b>        | GuideSoft, Inc., dba Knowledge Services |
| <b>EDISON VENDOR IDENTIFICATION NUMBER:</b> | 0000166529                              |

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

  
**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

*Juliana M. Bielawski, CEO*  
**PRINTED NAME AND TITLE OF SIGNATORY**

*11/16/2017*  
**DATE OF ATTESTATION**